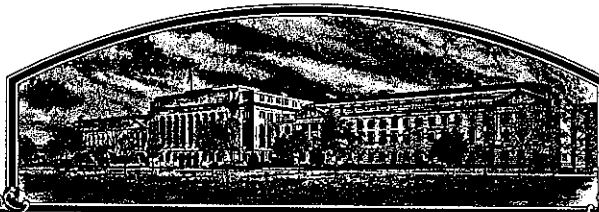


No.

8600068



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Helena Chemical Company

Whereas, THERE HAS BEEN PRESENTED TO THE
Secretary of Agriculture

AN APPLICATION REQUESTING A CERTIFICATE OF PROTECTION FOR AN ALLEGED NOVEL VARIETY OF SEXUALLY REPRODUCED PLANT, THE NAME AND DESCRIPTION OF WHICH ARE CONTAINED IN THE APPLICATION AND EXHIBITS, A COPY OF WHICH IS HEREUNTO ANNEXED AND MADE A PART HEREOF, AND THE VARIOUS REQUIREMENTS OF LAW IN SUCH CASES MADE AND PROVIDED HAVE BEEN COMPLIED WITH, AND THE TITLE THERETO IS, FROM THE RECORDS OF THE PLANT VARIETY PROTECTION OFFICE, IN THE APPLICANT(S) INDICATED IN THE SAID COPY, AND WHEREAS, UPON DUE EXAMINATION MADE, THE SAID APPLICANT(S) IS (ARE) ADJUDGED TO BE ENTITLED TO A CERTIFICATE OF PLANT VARIETY PROTECTION UNDER THE LAW.

NOW, THEREFORE, THIS CERTIFICATE OF PLANT VARIETY PROTECTION IS TO GRANT UNTO THE SAID APPLICANT(S) AND THE SUCCESSORS, HEIRS OR ASSIGNS OF THE SAID APPLICANT(S) FOR THE TERM OF *eighteen* YEARS FROM THE DATE OF THIS GRANT, SUBJECT TO THE PAYMENT OF THE REQUIRED FEES AND PERIODIC REPLENISHMENT OF VIABLE BASIC SEED OF THE VARIETY IN A PUBLIC REPOSITORY AS PROVIDED BY LAW, THE RIGHT TO EXCLUDE OTHERS FROM SELLING THE VARIETY, OR OFFERING IT FOR SALE, OR REPRODUCING IT, IMPORTING IT, OR EXPORTING IT, OR USING IT IN PRODUCING A HYBRID OR DIFFERENT VARIETY THEREFROM, TO THE EXTENT PROVIDED BY THE PLANT VARIETY PROTECTION ACT (T. 1542, AS AMENDED, 7 U.S.C. 2321 ET SEQ.)

SOYBEAN

'Sampson'



Attest

Kenneth A. Evans
Commissioner
Plant Variety Protection Office
Agricultural Marketing Service

In Testimony Whereof, I have hereunto set my hand and caused the seal of the Plant Variety Protection Office to be affixed at the City of Washington, D. C. this *28th* day of November in the year of our Lord one thousand nine hundred and eighty-six.

Richard E. Lyng
Secretary of Agriculture

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK, MEAT, GRAIN & SEED DIVISION

FORM APPROVED: OMB NO. 0581-0005

APPLICATION FOR PLANT VARIETY PROTECTION CERTIFICATE

(Instructions on reverse)

No certificate for plant variety protection may be issued unless a completed application form has been received (5 U.S.C. 553).

1. NAME OF APPLICANT(S) HELENA CHEMICAL COMPANY		2. TEMPORARY DESIGNATION HB-468-DL-6		3. VARIETY NAME Sampson	
4. ADDRESS (Street and No. or R.F.D. No., City, State, and Zip Code) 5100 POPLAR AVENUE CLARK TOWER SUITE 3200 MEMPHIS, TN 38137		5. PHONE (Include area code) (901)761-0050		FOR OFFICIAL USE ONLY VPPO NUMBER 8600068	
6. GENUS AND SPECIES NAME Glycine max		7. FAMILY NAME (Botanical) Leguminosae		FILING DATE Feb. 7, 1986 TIME 2:00 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	
8. KIND NAME Soybean		9. DATE OF DETERMINATION November, 1976		FEE RECEIVED AMOUNT FOR FILING \$ 1800. DATE Feb. 7, 1986 AMOUNT FOR CERTIFICATE \$ 200.00 DATE November 4, 1986	
10. IF THE APPLICANT NAMED IS NOT A "PERSON," GIVE FORM OF ORGANIZATION (Corporation, partnership, association, etc.) Corporation				12. DATE OF INCORPORATION 6-20-77	
11. IF INCORPORATED, GIVE STATE OF INCORPORATION Delaware					
13. NAME AND ADDRESS OF APPLICANT REPRESENTATIVE(S), IF ANY, TO SERVE IN THIS APPLICATION AND RECEIVE ALL PAPERS Richard S. Guthrie, Jr. c/o Helena Chemical Company 5100 Poplar Avenue Suite 3200 Memphis, TN 38137					
14. CHECK APPROPRIATE BOX FOR EACH ATTACHMENT SUBMITTED					
a. <input checked="" type="checkbox"/> Exhibit A, Origin and Breeding History of the Variety (See Section 52 of the Plant Variety Protection Act.) b. <input checked="" type="checkbox"/> Exhibit B, Novelty Statement c. <input checked="" type="checkbox"/> Exhibit C, Objective Description of the Variety (Request form from Plant Variety Protection Office.) d. <input checked="" type="checkbox"/> Exhibit D, Additional Description of the Variety					
15. DOES THE APPLICANT(S) SPECIFY THAT SEED OF THIS VARIETY BE SOLD BY VARIETY NAME ONLY AS A CLASS OF CERTIFIED SEED? (See Section 83(a) of the Plant Variety Protection Act.) <input type="checkbox"/> Yes (If "Yes," answer items 16 and 17 below) <input checked="" type="checkbox"/> No					
16. DOES THE APPLICANT(S) SPECIFY THAT THIS VARIETY BE LIMITED AS TO NUMBER OF GENERATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		17. IF "YES" TO ITEM 16, WHICH CLASSES OF PRODUCTION BEYOND BREEDER SEED? <input type="checkbox"/> Foundation <input type="checkbox"/> Registered <input type="checkbox"/> Certified			
18. DID THE APPLICANT(S) FILE FOR PROTECTION OF THE VARIETY IN THE U.S. OR OTHER COUNTRIES? <input type="checkbox"/> Yes (If "Yes," give names of countries and dates) <input checked="" type="checkbox"/> No					
19. HAVE RIGHTS BEEN GRANTED IN THE U.S. OR OTHER COUNTRIES? <input type="checkbox"/> Yes (If "Yes," give names of countries and dates) <input checked="" type="checkbox"/> No					
20. The applicant(s) declare(s) that a viable sample of basic seeds of this variety will be furnished with the application and will be replenished upon request in accordance with such regulations as may be applicable. The undersigned applicant(s) is (are) the owner(s) of this sexually reproduced novel plant variety, and believe(s) that the variety is distinct, uniform, and stable as required in Section 41, and is entitled to protection under the provisions of Section 42 of the Plant Variety Protection Act. Applicant(s) is (are) informed that false representation herein can jeopardize protection and result in penalties.					
SIGNATURE OF APPLICANT Richard S. Guthrie Jr.				DATE 2/5/86	
SIGNATURE OF APPLICANT				DATE	

HELENA CHEMICAL COMPANY's APPLICATION FOR SAMPSONOrigin and Breeding History of the Variety

Sampson originated from the cross Bragg x Essex. The pedigree method of breeding was employed in selecting this variety. In 1976 an F4 plant row was bulked for yield testing in 1977. Concurrent yield testing and increasing of this line, then known as experimental HB-468-D1-6, was carried out. Observations and rogueing were conducted on subsequent years on each increase generation.

Based on the above observances, Sampson is stable for all observable characteristics except for the following variants. Sampson has purple flowers. Sampson has up to one (1) plant with white flowers in 2,000 plants. Sampson has a twany pubescence with up to one (1) plant with gray pubescence in 2,000 plants. Sampson has a black hilum with up to one (1) seed in 2,000 with hilum color other than black.

EXHIBIT B

HELENA CHEMICAL COMPANY'S APPLICATION FOR SAMPSONNovelty Statement

Sampson is most similar to Centennial. The principle difference between Sampson and Centennial is reaction to Phytophthora megasperma which causes phytophthora root rot. When using the hypocotyl test in screening for resistance to Phytophthora megasperma Sampson is susceptible to races 1 and 2 and Centennial is resistant to races 1 and 2. The foliage color of Sampson is considerably darker than that of Centennial.

TABLE B I

AVERAGE DATA FOR II TESTS CONDUCTED IN MISSISSIPPI & LOUISIANA
IN 1981, 1982, 1983

	Sampson	Centennial	Difference
Flower Color <u>1/</u>	P	P	None
Pubescence Color <u>2/</u>	T	T	None
Plant Height (cm)	76.2	83.2	-7.0
Maturity Date	10-23	10-20	+3
Lodging <u>3/</u>	1.3	1.4	-0.1
Metribuzin Reacton <u>4/</u>	1.5	2.0	-0.5
Foliage Color <u>5/</u>	3.8	1.8	+2.0
Protein Content (%)	41.2	39.9	+1.3
Oil Content (%)	20.5	20.4	+0.1
Foliar Feeding Insect <u>6/</u>	2.5	3.4	-0.9
Stink Bug Damage <u>7/</u>	1.1	1.3	-0.1
Weight gm/100 Seed	13.4	11.1	+2.6
Seed Quality Rating <u>8/</u>	1.3	1.8	+0.4
Seed Coat Luster <u>9/</u>	4.0	3.0	+1.1
Seed Coat Color <u>10/</u>	3.5	3.1	+0.5
Hilum Color	BL.	BL.	None

1/ P = Purple
W = White

2/ T = Tawny
G = Gray

3/ 1 = No Lodging
5 = Severe Lodging

4/ 1 = Very Tolerant
5 = Plants Killed

5/ 1 = Very Light Green
5 = Very Dark Green

6/ 1 = No Feeding
5 = Completely Skeletonized

7/ 1 = No Seed Damage
5 = Severe Seed Damage

8/ 1 = Very Good Quality
5 = Very Poor Quality

9/ 1 = Very Shiny
5 = Very Dull

10/ 1 = Deep Yellow
5 = Light Yellow

TABLE B I 1
AVERAGE DATA FOR 6 TESTS CONDUCTED IN MISSISSIPPI
AND LOUISIANA IN 1983

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	SAMPSON	CENTENNIAL	DIFFERENCE
Flower Color <u>1/</u>	P	P	None
Pubescence Color <u>2/</u>	T	T	None
Plant Height (cm)	70.9	78.3	-7.4
Maturity Date	10-27	10-25	+2
Lodging <u>3/</u>	1.2	1.3	-0.1
Protein Content (%)	39.3	37.0	+2.3
Oil Content (%)	20.8	21.1	-0.3

1/ P = Purple
W = White

2/ T = Tawny
G = Gray

3/ 1 = No Lodging
5 = Severe Lodging

U.S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK, POULTRY, GRAIN & SEED DIVISION
BELTSVILLE, MARYLAND 20705

FORM APPROVED - OMB NO. 0581-0058

EXHIBIT C
(Soybean)

OBJECTIVE DESCRIPTION OF VARIETY
SOYBEAN (GLYCINE MAX)

INSTRUCTIONS: See Reverse.

NAME OF APPLICANT(S) HELENA CHEMICAL COMPANY	FOR OFFICIAL USE ONLY
ADDRESS (Street and No., or R.F.D. No., City, State, and ZIP Code) 5100 POPLAR AVENUE CLARK TOWER SUITE 3200 MEMPHIS, TN 38137	PVPO NUMBER 8600068
	VARIETY NAME OR TEMPORARY DESIGNATION SAMPSON MS

Place the appropriate number that describes the varietal character of this variety in the boxes below.

1. SEED SHAPE:

☐ 1 = SPHERICAL 2 = SPHERICAL FLATTENED 3 = ELONGATE 4 = OTHER (Specify)

2. SEED COAT COLOR:

☐ 1 = YELLOW 2 = GREEN 3 = BROWN 4 = BLACK 5 = OTHER (Specify) SHADE: ☐ 1 = LIGHT 2 = MEDIUM 3 = DARK

3. SEED COAT LUSTER:

☐ 1 = DULL 2 = SHINY

4. SEED SIZE

☐ 1 3 GRAMS PER 100 SEEDS

5. HILUM COLOR:

☐ 1 = BUFF 2 = YELLOW 3 = BROWN 4 = GRAY 5 = IMPERFECT BLACK 6 = BLACK 7 = OTHER (Specify) SHADE: ☐ 1 = LIGHT 2 = MEDIUM 3 = DARK

6. COTYLEDON COLOR:

☐ 1 = YELLOW 2 = GREEN

7. LEAFLET SIZE (See Reverse):

☐ 2 1 = SMALL 2 = MEDIUM 3 = LARGE

8. LEAFLET SHAPE:

☐ 1 = OVATE 2 = OBLONG 3 = LANCEOLATE 4 = ELLIPTICAL 5 = OTHER (Specify)

9. LEAF COLOR (See reverse):

☐ 2 1 = LIGHT GREEN 2 = MEDIUM GREEN 3 = DARK GREEN

10. FLOWER COLOR:

☐ 2 1 = WHITE 2 = PURPLE 3 = OTHER (Specify)

11. POD COLOR:

☐ 1 1 = TAN 2 = BROWN 3 = BLACK

12. POD SET:

☐ 1 1 = SCATTERED 2 = CONCENTRATED

13. PLANT PUBESCENCE COLOR:

☐ 2 1 = GRAY 2 = BROWN 3 = OTHER (Specify)

SHADE:

☐ 2 1 = LIGHT 2 = MEDIUM 3 = DARK

14. PLANT TYPES (See Reverse):

☐ 2 1 = SLENDER 2 = BUSHY 3 = INTERMEDIATE

15. PLANT HABIT:

☐ 1 1 = DETERMINATE 2 = INDETERMINATE 3 = OTHER (Specify)

16. HYPOCOTYL COLOR:

☐ 2 1 = GREEN 2 = PURPLE

17. SEED PROTEIN:

☐ - 1 = A 2 = B

18. NUMBER OF DAYS TO FLOWERING

(Place a zero in first box (e.g., 0 9) when days are 9 or less.)

☐ - ☐ -

19. MATURITY GROUP:

☐ 8 1 = 00 2 = 0 3 = I 4 = II 5 = III
6 = IV 7 = V 8 = VI 9 = VII 10 = VIII

20. SIZE OF 10 DAY OLD SEEDLING GROWN UNDER CONSTANT LIGHT (Growth Chamber) AT 25° C. (Place a zero in first box (e.g., 0 2) when size is 9 mm. or less.)

☐ - ☐ - ☐ - MM. LENGTH OF SEEDLING ☐ - ☐ - ☐ - MM. LENGTH OF COTYLEDON ☐ - ☐ - ☐ - MM. WIDTH OF COTYLEDON

21. DISEASE: (Enter 0 = Not Tested; 1 = Susceptible; 2 = Resistant)

<input type="checkbox"/> 0 BACTERIAL PUSTULE	<input type="checkbox"/> 0 SOYBEAN CYST	<input type="checkbox"/> 0 DOWNY MILDEW	<input type="checkbox"/> 0 PURPLE STAIN	<input type="checkbox"/> 0 POD AND STEM BLIGHT	<input type="checkbox"/> 0 ROOT KNOT
<input type="checkbox"/> 0 FROGEYE	<input type="checkbox"/> 0 STEM CANKER	<input type="checkbox"/> 1 PHYTO-PHTHORA	<input type="checkbox"/> 0 BROWN STEM ROT	<input type="checkbox"/> 0 TARGET SPOT	<input type="checkbox"/> 0 BROWN SPOT
<input type="checkbox"/> 0 BUD BLIGHT	<input type="checkbox"/> 0 WILDFIRE	<input type="checkbox"/> 0 RHIZOCTONIA ROT	<input type="checkbox"/> 0 OTHER (Specify)		

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22. INDICATE WHICH VARIETY MOST CLOSELY RESEMBLES THAT SUBMITTED.

CHARACTER	NAME OF VARIETY	CHARACTER	NAME OF VARIETY
Plant shape	Centennial	Petiole angle	Centennial
Leaf shape	Centennial	Seed size	Braxton
Leaf color	Lee 74	Seed shape	Centennial
Leaf surface	Centennial	Seedling pigmentation	Centennial

23. GIVE DATA FOR SUBMITTED AND SIMILAR STANDARD VARIETY:

VARIETY	NO. OF DAYS TO MATURITY	LODGING SCORE	PLANT HEIGHT	LEAF SIZE		CONTENT		AVERAGE NO. OF PODS PER PLANT	IODINE NO.
				Width	Length	Protein	Oil		
Submitted	10-23	1.3	76.2	--	--	41.2	39.9 %		
Name of similar variety Centennial	10-20	1.4	83.2	--	--	20.5	20.4		

INSTRUCTIONS

GENERAL: The following publications may be used as a reference aid for completing this form:

1. Scott, Walter O. and Samuel R. Aldrich, 1970, Modern Soybean Production, The Farmer Quarterly.
2. Norman, A. G., 1963, The Soybean: Genetics, Breeding, Physiology, Nutrition, Management.
3. McKie, J. W., and K. L. Anderson, 1970, The Soybean Book.

LEAF COLOR: Nickerson's or any recognized color fan may be used to determine the leaf color of the described variety. The following Soybean varieties may be used as a guide to identify the colors listed on the form.

COLOR	VARIETY
Light Green	"Ada"
Medium Green	"Wilkin"
Dark Green	"Swift"

LEAF SIZE: The following varieties may be used as a guide to identify the relative size leaves.

SIZE	VARIETY
Small	"Amsoy"
Medium	"Bonus"
Large	"Anoka"

PLANT TYPE: The following varieties may be used as a guide to identify the plant type.

TYPE	VARIETY
Slender	"Vansoy"
Intermediate	"Wirth"
Bushy	"Adelphia"

RECEIVED

FEB 7 1966

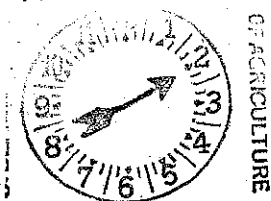


EXHIBIT D

HELENA CHEMICAL COMPANY'S APPLICATION FOR SAMPSONAdditional Description of the Variety

Sampson is a group VI maturity soybean variety which matures about three (3) days later than Centennial. Sampson has purple flowers, a tawny pubescence and a tan pod wall. The leaves of Sampson are ovate in shape. The foliage color of Sampson is medium dark, and therefore somewhat darker than the foliage of Centennial. The seed coat is quite dull and the seed coat color is medium yellow. The hilum color is black and the seed of Sampson (3,388 seed per pound) is larger than the seed of Centennial (4,090 seed per pound). Sampson is somewhat higher in protein content (41.2%) than Centennial (39.9%). Sampson (20.5%) is similar to Centennial (20.4%) in oil content. Sampson exhibits hypocotyl susceptibility to races 1 and 2 of Phytophthora megasperma which causes phytophthora root rot. Sampson (76.2 cm) is somewhat shorter in height than Centennial (83.2 cm).

As stated above, Sampson has purple flowers. Sampson has up to one (1) plant with white flowers in 2,000 plants. Sampson has a tawny pubescence with up to one (1) plant with gray pubescence in 2,000 plants. Sampson has a black hilum with up to one (1) seed in 2,000 with hilum color other than black.

EXHIBIT E

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HELENA CHEMICAL COMPANY'S APPLICATION FOR SAMPSON

Ownership of Variety

The soybean variety Sampson is owned by Helena Chemical Company through purchase.

Sampson was purchased on February 28, 1983 from Delta and Pineland Company, Scott, MS. See attachment: Soybean Variety Agreement.

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SOYBEAN VARIETY AGREEMENT

This agreement is entered into between Helena Chemical Company,
a Corporation with principal offices at Memphis, Tennessee
(hereinafter referred to as Helena) and Delta and Pine Land Company,
a Delaware Corporation with principal offices in Scott, Mississippi,
(hereinafter referred to as Delta and Pine) this 28th day of
February, 1983.

WITNESSETH:

WHEREAS, Delta and Pine is engaged in the business, among other things, of breeding and developing soybean seed varieties.

WHEREAS, Helena is a seed company which desires to have access to and use certain of the seed varieties developed by Delta and Pine with the option to purchase the rights to same.

WHEREAS, it is the intention of the parties that Delta and Pine provide certain strains of soybean seed to Helena for the use and purposes and upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valid consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Delta and Pine shall provide exclusively to Helena the soybean strains known as Deltapine X468 (HB-468D1-6) and Deltapine X507 (HB-507D1-7) for a period of one year so that Helena may test, analyze and otherwise evaluate the said soybean strains. During said period, Helena shall accept title to or reject the opportunity to take title to any or all of the above described strain varieties for their exclusive use in increasing, processing, marketing, or for any other purpose.

2. In consideration for the use of the aforescribed strains during this testing period, Helena will place with Delta and Pine a deposit of \$1,500.00 for each soybean strain, or a total of \$3,000.00, and this sum shall be paid upon the execution of this agreement. The aforesaid deposit shall be held and disbursed in accordance with the terms hereinafter set out.

3. Delta and Pine shall provide to Helena the aforesaid soybean strains no later than the 28th day of February, 1983 and the one

year for the purpose of testing, analyzing and evaluating the said strains shall commence on that date. No later than one year from the aforementioned date, Helena will notify Delta and Pine of its intentions with regard to each of the two strains; specifically, as to whether or not Helena will accept title to one or more of the strains or whether it rejects the opportunity to take title to the strains.

4. During the aforementioned one year period, if Helena affirmatively rejects the opportunity to take title to one or more of the strains, or, at the end of the one year period Helena fails to give written notice to Delta and Pine of Helena accepting title to one or more of the two strains, then all right, interest and ownership in and to those strains shall remain in Delta and Pine and Delta and Pine shall be free to offer the strains to others for sale or for any other purpose and the deposit placed with Delta and Pine by Helena for each of the two strains that are rejected will be forfeited and Delta and Pine shall retain said deposit.

5. If one or more of the strains are accepted by Helena during the one year period, the total advance deposit for those strains that have been accepted will be applied toward royalties due Delta and Pine, except that \$750.00 of each \$1,500.00 deposit received for each such strain will be applied toward the application for plant variety protection by Helena. This \$750.00 charge covers only the assistance rendered by Delta and Pine in making the application for plant variety protection; all fees and charges required by the United States Government to secure a certificate of plant protection will be paid by Helena. Any plant variety protection application will be in the name of Helena; however Delta and Pine agrees to assist Helena in the preparing of the application for said certificate of plant protection.

6. The balance of \$750.00 that remains from the initial deposit on each accepted strain after application of the \$750.00 referred to in paragraph 5 above, plus the total deposit paid on strains not accepted, will be credited against the royalties due Delta and Pine

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commencing with the first commercial seed sales from these soybean strains which are accepted by Helena. The credit allowed will be at the rate of \$0.005 per pound until the entire amount has been applied.

7. Helena shall pay royalties on all sales of soybean seed from strains originating from Delta and Pine for as long as these strains are offered by Helena, any agent or distributor, or its successors and assigns.

8. Helena shall pay royalties to Delta and Pine each year in accordance with the following schedule:

<u>Number of Bags</u>	<u>Price Per 50# Bag</u>
0 - 10,000	75¢
10,001 - 25,000	70¢
25,001 - 40,000	65¢
40,001 - 60,000	60¢
60,001 - 100,000	55¢
100,001 - or above	50¢

The aforementioned royalty rates will apply only to those Delta and Pine strains offered in this agreement. Should additional Delta and Pine strains be tested and accepted by Helena the royalty rates to be paid thereunder will be subject to agreement by the parties at that time.

9. Delta and Pine shall continue, at its option, to breed and develop soybean seed from the strains listed in paragraph 1. Any class of breeder seed produced by Delta and Pine from these soybean strains and delivered to Helena as conditioned, cleaned and bagged seed will be charged to Helena at the rate of \$800.00 per ton. Helena will be invoiced for this breeder seed and payment shall be due within thirty days from the date of invoice.

10. An annual report of sales according to each strain of seed covered hereunder (or otherwise identified as a Helena variety) will be submitted to Delta and Pine by ^{Sep 15} ~~July 15~~ of each year covering all sales from ^{Aug 26} ~~July 1~~ of the preceding year through ^{Aug 25} ~~June 30~~ of the current year. Accompanying the annual sales report will be a royalty calculation sheet and a check for payment in full of all royalties due.

11. Delta and Pine or its duly authorized agent or accountant has the right to inspect the books of Helena anytime during normal business hours for the purpose of verifying records relating to this agreement.

12. Helena shall pay all sums due hereunder at the time designated without deduction or setoff.

13. It is acknowledged that title to the subject strains shall remain in Delta and Pine until accepted in writing by Helena.

14. In the event of litigation arising from this agreement, the prevailing party in such litigation shall be entitled to reasonable attorney fees.

15. Helena shall not transfer, convey or otherwise dispose of any strains of seed which is covered under this agreement until such strains are accepted by Helena under the provisions hereunder.

Entered into the day and date first above written.

HELENA CHEMICAL COMPANY

DELTA AND PINE LAND COMPANY

By: James A. Blum

By: Paul Thack

Vin Brundant
Title

President
Title

*Richard D. Guthrie
Mg. Seed Dept*